UNITED STATES PATENT AND TRADEMARK OFFICE

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EXAMINER
RUDY, ANDREW J

ART UNIT	PAPER NUMBER
3627	

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Please find below and/or attached an Office communication concerning this application or proceeding.

PTO-90C (Rev. 10/03)

	Office Action Summary	Application No.	Applicant(s)
𝒩		09/755,657	HUTCHISON ET AL.
		Examiner	Art Unit
		Andrew Joseph Rudy	3627

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE <u>3</u> MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *15 January & 23 April 2001*.

2a)☒ This action is **FINAL**.　　2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-67* is/are pending in the application.

　　4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-67* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

　　Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

　　Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

　　a)☐ All　b)☐ Some *　c)☐ None of:

　　1.☐ Certified copies of the priority documents have been received.

　　2.☐ Certified copies of the priority documents have been received in Application No. _____.

　　3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

　　* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1)☐ Notice of References Cited (PTO-892)
2)☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3)☒ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08) Paper No(s)/Mail Date _____.

4)☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____.
5)☐ Notice of Informal Patent Application (PTO-152)
6)☐ Other: _____.

DETAILED ACTION

1.   Claims 1-67 are pending. Applicant's January 15, 2001 Amendment has been received and

entered.

2.   It is not clear to the present Examiner how Applicant incorporates the contents of the two

previous Applications, i.e. 09/064,797 and 09/299,156, and intends to have the same effective

filing date. Applicant is requested to clarify what, if any, new material was included in the later

filed application, i.e. 09/299,156, that was not included in the first filed Application, i.e.

09/064,797. Clarification as to support for the subject matter, in juxtaposition to the present

claim language, originates from the first filed Application is requested.

Claim Rejections - 35 USC § 103

3.   The following is a quotation of 35 U.S.C. 103(a) which forms the
basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set
> forth in section 102 of this title, if the differences between the subject matter sought to be patented and
> the prior art are such that the subject matter as a whole would have been obvious at the time the
> invention was made to a person having ordinary skill in the art to which said subject matter pertains.
> Patentability shall not be negatived by the manner in which the invention was made.

4.   Claims 1, 10, 11, 12, 13, 14, 21, 22, 27, and 28 are rejected under 35 U.S.C.
103(a) as being unpatentable over Harwood.

With regard to element "a" of Claim 1, Harwood teaches an on-line transaction system

that utilizes a public network connection between a user computer and a vendor system to

conduct the information access, and a separate, private network to exchange sensitive user

information (see Harwood Figure 4 and also Column 6, lines 25-65).

With regard to element "b" of Claim 1, Harwood teaches a system whereby the user

selects a hypertext link, or a picture, representing an item, to be purchased. The server software

application then sends specially configured files containing product information,

reconfiguration information, and other data messages to the user system (see Column 5, lines

17-24). The order information is then stored in a "shopping cart" in the user's terminal (see

Column 6, lines 9-11 and also Column 7, lines 21-26). While Harwood does not explicitly

disclose the use of a "transaction identifier," the method taught downloads and uses "Bridging

Software" to perform computer to dial-out over a separate secure network. One skilled in the

art, including a merchant or web site operator, would be motivated to perform this step in the

server environment. In a distributed server environment, the product and user data would

remain resident on the server until the consumer completes their selections. At that time, the

specific product information and customer information rather than an entire product catalog

would be downloaded to the "Bridging Software." The Bridging Software would then be called

to effect a re-connect to a private network. In this manner, the web site operator would perform

all product selection database retrievals in the distributed server environment rather than in a

combination of server and user environments. This would thereby keep updated product

information intact on the server rather than necessitate a plethora of updates be performed on

all users who may be using outdated product information. Further motivation would be to keep

catalog transfers (and the size of the data necessary) to a minimum to free up distributed server

and network time rather than consume these resources by downloading product catalogs. The

web merchant would then merely download a data set identifying customer and the unique

product(s) that the customer wants to order rather than an entire product database. This new,

smaller data set is, in effect, the transaction identification. Therefore, the examiner asserts, it

would have been obvious to one having ordinary skill in the art, at the time the invention was

made, to employ a distributed computer server environment and the described transaction

identifier in the invention of Harwood.

With regard to elements "c" and "d" of Claim 1, Harwood teaches a method for

terminating the initial connection between the computer and the server and automatically

establishing a direct connection between the computer and the server via a private network (see

Harwood Figure 3 and Column 4, lines 59-66).

With regard to element "e" of Claim 1, Harwood teaches a method using a local computer

system to select the final order. However, using the distributed system described above, the

transfer of the transaction ID rather than the entire product data set would be a much cleaner and

efficient manner of uploading the product information to the payment system over the secure

network to initiate the billing function. Again, one skilled in the art using the server would be

motivated to keep these files as small as possible to conserve computer and network resources

while keeping a "master" product list on the servers rather than individual user terminals.

Therefore, it would have been obvious to one having ordinary skill in the art, at the time the

invention was made, to employ the transfer of the smaller transaction identifier rather than the

larger product data set in the invention of Harwood.

With regard to element "f" of Claim 1, Harwood teaches a system where the "Bridging

Software" is downloaded to the user computer to effect the reconfiguration and payment settlement

of the items purchased. In a software package or other electronic product offering, the vendor

would be motivated to transfer the selected product(s) directly to the user computer along with the

reconfiguration data. This would eliminate further unsecured network interactions between the user

and the server. The vendor would be further motivated to encrypt the product until a time that

payment could be confirmed (i.e., after the user connection is made to the secure network) to

ensure that the payment transaction was completed successfully. Likewise, an access key would

have to be transferred from the billing computer to gain access to the product once payment was

verified. This type of sale of electronic products is well known in the art, and the examiner takes

Official Notice as such. Therefore, it would have been obvious to one having ordinary skill in the

art, at the time the invention was made, to employ the encrypted software and access key transfers

to the method of ordering products as described by Harwood.

With regard to Claim 10, Harwood teaches a bifurcated transaction system using a public

network for non-sensitive information and a private network for transfers of sensitive

information (see Figure 4). Harwood is directed to a system for ordering a product from a

computer and a server. One problem recognized by Harwood is the insecurity of transmitting

sensitive information such as financial information including credit card numbers (see Column 1,

lines 53-67). His solution is to bifurcate transmission of non-sensitive information such as

products to be selected for ordering over a public network such as the Internet (see Column 4,

lines 30-40 and Column 5, lines 8-34). Upon selection of products to purchase, the system closes

connection with the public network and automatically dials a private network (see column 5,

lines 34-39). The private network is not specifically identified as a billing server. However, the

examiner respectfully notes that as taught by Harwood in Column 4, one form of sensitive

information is credit card numbers. If the non-sensitive data were product selection as discussed

above, then the examiner asserts that it would have been obvious that the sensitive data

transmitted over the private network would have been the credit card number. Thus, the server of

the private network would be a billing server. Further the Harwood application would be capable

of operation on any number of consumer computers and with any number of billing servers.

Claim 10 is rejected.

With regard to Claim 11, establishment of a connection is addressed above. In Column 5,

line 66 to Column 6, line 11 Harwood discloses order transfer. Claim 11 is rejected.

With regard to Claim 12, the examiner respectfully asserts that it is well-known in the art

to provide a type of receipt or confirmation when goods or services are purchased and payment is

made. One skilled in the art, including a user, would be motivated to provide this confirmation or

receipt in the system taught by Harwood (see Column 5, lines 17-24) to provide a proof of order

and of payment. Claim 12 is rejected.

With regard to Claim 13, Harwood teaches a system whereby the connection to the

ordering server is closed prior to transmitting sensitive information. He further teaches that a

private connection is then established with the billing server with which to transfer sensitive

information. The examiner respectfully asserts that many vendors, such as Macy's, perform both

their ordering functions and their billing functions from the same location and takes Official

Notice as such. These vendors would be motivated to employ a single server (i.e., a billing

server) at their site connecting it to a billing computer and an ordering computer through separate

network connections. Claim 13 is rejected.

Claim 14 places a further limitation on the invention by describing the apparatus used to

transfer the access key. As discussed above, the use of access keys is well known in the art.

Claim 14 is rejected on the same grounds as Claim 1 above.

With regard to Claim 21, the examiner respectfully asserts that the computer-executable

plug-in component is the small software program that is installed into the larger PC application

to provide added functionality and allow further access to documents and files that may have

possibly been in unrecognizable formats. The plug-in serves the same function as the Bridging

Software discussed above. Claim 21 cites the same limitations as Claims 1, 11, 12, 13, and 14

above and is rejected on the same basis. Likewise with regard to Claim 22, the computer-

readable medium is the concrete storage means where the billing component software resides. It

makes tangible the method of providing the transaction ID and access key described in Claims 1,

12, 14, and 21 above and is rejected on the same basis.

With regard to Claim 27, the computer-executable component is the software program used

to provide a transaction ID and access key described in Claims 1, 12, 14, 21, and 22 above and is

rejected on the same basis. With regard to Claim 28, the computer-executable component

consisting of the plug-in module is the software program used to establish the network

connection, receive the transaction ID, disconnect the internetwork connection, establish a point-

to-point connection, return the transaction ID, and receive the access key described in Claims 1,

11, 12, 13, 14, 21, 22, and 27 above and is rejected on the same basis.

With regard to Claims 29 and 30, the computer-readable medium is the concrete storage

medium where the billing component resides consisting of the plug-in module as the software

program used to establish the network connection, receive the transaction ID, disconnect the

internetwork connection, establish a point-to-point connection, return the transaction ID, and

receive the access key described in Claims 1, 11, 12, 13, 14, 21, 22, and 27 above and is rejected

on the same basis.

Claims 3, 4, 17, 18, 25, 26, 31, and 32 are rejected under 35 U.S.C. 103(a) as being

unpatentable over Harwood as applied to Claim 1 above, and further in view of the admitted

prior art disclosed by Ronen.

With regard to Claims 3 and 4, Ronen teaches an interactive telephone billing system that

utilizes telephone numbers in which charges are set by the called party. This is, in effect, the

customary manner in which "900 numbers" operate. The charged amount can be a fixed cost per

call in the case of purchases of goods or materials, or it can be based on a cost per interval of

time, in which the calling party is billed in accordance with the duration of the call (see Ronen,

admitted prior art, Column 6, lines 9-15). The operation and billing mechanism is the same

regardless of the entity placing the call. Whether it is a voice line or a data line, once the call is

made to the stipulated 900 number the charges for the goods or services are automatically posted.

One skilled in the art, including vendors and merchants, would be motivated to use the automatic

billing method as a clear alternative to credit card orders and to reach a larger number of

customers. Customers would be motivated to use this billing scheme to effect purchases when a

credit card order is not possible or convenient. Therefore, it would have been obvious to one

having ordinary skill in the art, at the time the invention was made, to modify the placement of

the credit card order with the 900 calling method of Ronen to eliminate the more cumbersome

procedures of the ordering system of Harwood. Claims 3 and 4 are rejected.

With regard to Claim 17 and 18, the apparatus permits the structural and functional

relationship of the software program. The program code executed by the computer is the software to

initiate telephone service billing for the order placed by the consumer's computer. These

limitations are as described in Claims 3 and 4 above and are rejected on the same basis.

Likewise with regard to Claims 25, 26, 31, and 32, the computer-readable medium is the

concrete storage means where the software plug-in originates. It makes tangible the plug-in

component, the method of establishing the telephone communication link and the 900 number

billing as described in Claims 3, 4, 17, and 18 above and are rejected on the same basis.

Claims 2, 6, 7, 15, 16, 23, 24, 29, and 30 are rejected under 35 U.S.C. 103(a) as being

unpatentable over Harwood as applied to Claim 1 above, and further in view of Kambe.

With regard to Claim 2, Kambe teaches a system for controlling access to copyrighted

digital information. The system taught by Kambe comprises software/hardware means of

encrypting digital information. An encrypted version of the information is transmitted to a

receiving device. The system then takes a decryption key from a separate storage area and

transfers it to the receiving device where it is used to decrypt the encoded information (see

Column 3, line 59 through Column 4, line 9). One skilled in the art would be motivated to use

the encryption technique of Kambe in the system of Harwood to provide a secure means of

accessing sold products. The encrypted version of the product is sent from the computer to the

server (in this case, the receiving device). The server then retrieves the decryption (access) key

from a separate storage area on the server and transfers it to the computer (a receiving device) to

be used to decrypt the encrypted version of the product using the access key. Therefore, it would

have been obvious to one having ordinary skill in the art, at the time the invention was made, to

utilize the encryption and transfer technique of Kambe in the system of Harwood. Claim 2 is

rejected.

With regard to Claims 6 and 7, the examiner respectfully asserts that specific methods of

encrypting/decrypting software programs to prevent users from unauthorized access are well

known by those skilled in the art and takes Official Notice as such. Further, one skilled in the art

would be motivated to employ these well-known encryption/decryption methods in the ordering

system of Harwood to ensure that the software or other electronic products were not enabled

until proper payment means were secured. The decryption routine, or access key, can be

generated in any number of ways such as random generation, selection from a predetermined

database of acceptable decryption methods, an RSA-type of decryption, and others. Use of these

established methods would eliminate the need to devote excessive resources to their

development. Therefore, it would have been obvious to one having ordinary skill in the art, at the

time the invention was made, to combine one of the well-known encryption methods in the

method of Kambe for use in the ordering system of Harwood. Claims 6 and 7 are rejected.

With regard to Claim 15 and 16, the apparatus permits the structural and functional

relationship of the software program. The program code executed by the processing unit is the

software to transfer the encrypted version of the product to the consumer's computer and perform

decryption of the encrypted version of the product using the access key. These limitations are as

described in Claim 2 above. Claims 15 and 16 are rejected on the same basis.

Likewise with regard to Claims 23, 24, 29, and 30, the computer-readable medium is the

concrete storage means where the billing component resides. It makes tangible the plug-in

component, the method of transferring the encrypted version of the product to the consumer's

computer, and performing decryption of the encrypted version of the product using the access

key as described in Claims 2, 15, and 16 above. Claims 23, 24, 29, and 30 are rejected on the

same basis.

Claims 5, 8, 9, 19, and 20 are rejected under 35 U.S.C. 103(a) as being unpatentable over Harwood as applied to Claims 1 and 10 above and further in view of U.S. Patent Number 5,905,736 by Ronen et al.

With regard to Claims 5, Harwood teaches a system where the public network connection is terminated prior to transferring sensitive order information. Ronen teaches that the user interacts with the transaction server to broker the billing mechanism (i.e., method of payment) for the billing server (please see Column 4, lines 20-23). In each teaching, the establishment of a customer account is the initiating step in the ordering process. To facilitate ordering, the billing server has a stored database of information for each customer that includes information for each transaction charged to that user's account. This information includes credit card information, and personal information such as addresses, et cetera (see Column 4, lines 43-44). One skilled in the art, including a merchant or Internet service provider, would be motivated to include payment and credit history in this database and to disconnect from a non-confirmed user since no billing and payment information would be forthcoming, and no assurance of payment could be reasonably guaranteed. It would be elemental for the vendor to break the connection between the server and the user terminal before a transaction ID would be transferred if this information were not available in the database. Therefore, it would have been obvious to one having ordinary skill in the art, at the time the invention was made, to terminate the connection between the computer and the server via the internetwork of computers before the transaction ID was transferred if the order of the product is denied. Claim 5 is rejected.

Similarly, with regard to Claims 8 and 9, if the order of the product is denied, or if an

inordinate amount of time elapsed where the transaction identification was not sent from the user

terminal to the server, one skilled in the art would be motivated to disconnect the secure

connection prior to transferring an access key. Without this disconnect, there would be, in effect,

a non-charged transfer of services or goods from the provider to the customer, or a non-

confirmed shipment for goods or services. A vendor would be motivated to incorporate this

connection termination in the system of Harwood as a safeguard means for ensuring payment.

Therefore, it would have been obvious to one having ordinary skill in the art, at the time the

invention was made, to incorporate these connection terminations in the Harwood ordering

system if order of the product or service is denied or if the transaction ID is not sent to the server

in a predefined amount of time. Claims 8 and 9 are rejected.

With regard to Claims 19 and 20, both Harwood and Ronen describe computer systems

that physically incorporate the components and effect the methods of their teachings. The

apparatus is the concrete technology that permits the structural and functional relationship of the

descriptive software material and method to be realized. The limitations in Claims 19 and 20 are

as described in Claims 5, 8, and 9 above and are rejected on the same basis.

5.   Claims 33, 36, 40, and 41 are rejected under 35 U.S.C. 103(a) as being unpatentable over

prior art shown in the attached copy of "Retailers, OSPs. Race to Secure Online Sales," from

Computer Retail Week, January 6, 1997, by Todd Wasserman and further in view of Klingman in

U.S. Patent Number 5,729,594.

Wasserman describes the offering of America On-Line (AOL), an Internet access provider,

as a retailer that sells products from more than one thousand different vendors through its own

AOL website (see page 1, paragraph 10). Customers connect to AOL through their modem and

telephone outlets, select a vendor and product from the AOL site, and are linked to the merchant

site through the AOL connection. Order information is completed between the consumer and the

AOL server, and the software or electronic media for sale through the AOL site is transferred

from the individual merchant server to the consumer's computer. As Sweetland describes in the

attached "Integrated Billing and the Internet" example, content providers (i.e., the merchants) are

motivated to offer their products in this manner, as they benefit from attracting the ISP's

customers without having to get involved directly with the billing. Customers are motivated to

purchase products in this manner to take advantage of one stop shopping, and ISPs are motivate

to offer products in this manner since a commission is customarily charged when merchandise is

sold in this manner through a third party entity.

Wasserman does not specifically recite that the connection between the consumer's

computer and the AOL billing server is a premium telephone connection, but with regard to

element (a) of Claim 33, Klingman teaches an on-line secured transaction system and method

whereby a customer purchases goods, services, or content and uses a 900 (i.e., premium)

telephone number system to pay for the purchases (see Column 6, lines 45-54). The BUY server

24 taught by Klingman constitutes a billing server as it receives the 900 number telephone calls

from the consumer computer (see Column 10, lines 38-41) to complete the financial transaction

for the purchased items.

Further, with regard to element (b) of Claim 33, Klingman teaches that the consumer

purchases software or hardware on-line from the merchant, and that through the premium

telephone connection, the software product is downloaded and delivered from its stored

location (see Column 13, lines 36-39 and see also Column 12 and Fig. 6).

Further, in the AOL scenario, the internet work connection between the consumer

computer and the merchant server is established concurrently with the connection between the

consumer computer and the AOL billing server. It would be obvious to one skilled in the art to

replace the non-premium consumer connection to AOL with the premium connection taught by

Klingman to provide consumers a payment alternative to credit cards for purchases of goods and

services bought from the AOL retail facility. The employment of the premium 900 number taught

by Klingman would allow customers to purchase goods and services without disclosing

confidential information such as their identities, their credit card numbers, and other information

they may wish to withhold. Merchants and ISPs would be motivated to use the premium 900

number to extend their reach to more customers and provide more and different service to

potential customers.

Therefore, it would have been obvious to one having ordinary skill in the art, at the time

the invention was made, to incorporate the premium telephone connection taught by Klingman in

the AOL system recited by Wasserman. As such, Claim 1 is rejected.

With regard to element (a) of Claim 36, Klingman teaches the principal objective of

providing an on-line financial transaction system that uses computer telecommunication to

provide secure and private purchasing capability of products (see Column 6, lines 45-49). At the

heart of Klingman's teaching is the consumer placing a call and connecting via FTP or web

browser to the web site containing the merchant's demo software or information (see Column 13,

lines 1318).

With regard to elements (b) and (c) of Claim 36, Klingman teaches that, upon deciding that

they wish to purchase the product, the customer indicates their desire to purchase the product and

obtains the 900 number specified from the merchant's product and access information. They then

disconnect from the Internet connection and place a call to the 900 number retrieved from

the server (see Column 13, lines 13-33). Those skilled in the art, including customers, would be

motivated to use this style of order placement and purchase in the AOL system described by

Wasserman to purchase goods, information, content, and services without disclosing confidential

information. Merchants and third party entities would be motivated to subscribe to this method of

ordering and delivery in order to reach a larger number of customers by providing a compelling

reason to buy since this alternative payment scheme would allow more flexibility than solely credit

card purchases. Therefore, it would have been obvious to one having ordinary skill in the art, at the time the invention was made, to employ the connection and transfer scenarios of Klingman in the AOL system recited by Wasserman. As such, Claim 4 is rejected.

With regard to element (a) of Claim 40, The AOL retail system recited by Wasserman operates on the Internet with consumers accessing the AOL retail site and placing orders with personal computers for products, content, or services. The examiner respectfully asserts that personal computers comprising a network interface for connecting to the internetwork, a processing unit coupled to the network interface, and a storage medium coupled to the processing unit, the storage medium containing program code executed by the processing unit for placing an order for the product is well known in the art and takes Official Notice as such.

Further, Klingman teaches an on-line transaction system that utilizes a customer computer, a TRY server, and a BUY billing server. The customer computer comprises a personal computer including a monitor used for viewing demo products, and web browsers for connecting to the Internet. In each embodiment, this personal computer is **equipped with** a network interface for connecting to the Internet, a processing unit coupled to the network interface, and a storage medium coupled to the processing unit. The storage medium contains program code executed by the processing unit for placing an order for the product (see Column 8, lines 14-49 and Figure 4).

With regard to element (b) of Claim 40, in each embodiment Klingman discloses a billing (BUY) server with a network interface, a processing unit, and a storage medium with program code for processing the order placed by the consumer's computer. Klingman further teaches that

the merchant maintains their software products on the Internet web (TRY) server or purchases

space on a provider web server (see Column 13, lines 2-4).

Regarding element (c) of Claim 40, Klingman teaches that orders are submitted from

consumers, and the software producer or other merchant responds to the order through the

premium 900 number telephone connection. The merchant then downloads the software product

from the BUY server to the customer (see Column 13, lines 35-47 and Figures 6 and 7). While

Klingman does not explicitly teach that the merchant server is separate to the billing server, the

AOL system recited by Wasserman functions, as Sweetland describes, as an ISP functioning as the

retailer for content from a variety of sources (see page 2, paragraph 5) and thereby accessing the

merchant server to complete transactions. The merchant server is comprised of a network

interface, processing unit, and storage medium hardware; and the executing software used to run

the transaction program code to supply the order placed by the consumer's computer and

processed by the billing server. Those skilled in the art would be motivated to combine the

apparatus described by Klingman in **the AOL system recited by Wasserman to provide the

order** and payment capabilities as outlined above with regard to Claims 33 and 36. As such, Claim

40 is rejected.

Claim 41 places a further limitation on the invention by describing the apparatus used to

establish an internetwork communication link and transfer the order to the billing server as

discussed above with regard to Claim 33. As such, Claim 41 is rejected on the same grounds.

6.   Claims 34, 35, 37, 38, 39, and 42-67 are rejected under 35 U.S.C. 103(a)

as being unpatentable over Wasserman and Klingman as applied to Claims 1 and 8 above, and

further in view of Walker.

        With regard to Claim 34, Wasserman teaches that the connection between the consumer

and the AOL server remains intact while the order or transaction take place. Nevertheless,

Klingman teaches a method of terminating the premium telephone connection between the

consumer's computer and the BUY (billing) server and assessing a fee based upon a rate

determined by the toll connection provider (see Column 22, Claim 20).

        Klingman does not explicitly state that the assessed fee is a product of the rate and the

connection duration. Walker, however, teaches a method for charging the prescribed toll fee on a

per-minute basis, on a combination of fee levels for different amounts of time, or on a flat-fee

basis (see Column 5, lines 48-52) thereby addressing usage charges, tiered access scenarios, and

delivered content applications. Walker incorporates this billing method in his system of

accessing goods, services, and content provided over a data network. Therefore, it would have

been obvious to one having ordinary skill in the art, at the time the invention was made, to

incorporate this billing method of Walker in the transaction system and method of Klingman

related to the AOL system. As such, Claim 34 is rejected.

        With regard to Claim 35, Klingman teaches a method of billing for the transactions whereby

the charges for access to the premium telephone connection are established at the outset of the

communication session rather than at the end (see Column 15, lines 43-50). This method is

preferred for the cases when tangible services or goods or content is being accessed such as in the

case where a piece of software is downloaded from the billing (BUY) server to the user system. In

an embodiment where the consumer is essentially renting time on another web site, (e.g., playing a

web-based game, browsing through information or databases, or otherwise paying a set amount per

unit of premium connection time), Klingman does not explicitly recite a denial of further access

once the premium connection is terminated. However, Walker teaches a method whereby when the

user desires to terminate access to the service or content provider, an access management computer

sends a termination message to the vendor to terminate access (see Column 9, line 41) and the

provider blocks further access until a new session commences. One skilled in the art would be

motivated to incorporate the rate times duration method of Walker in the financial transaction

system of Klingman to cover all types of saleable goods such as discrete products, discrete services,

and time-dependent services available for purchase in the AOL system. One would be further

motivated to incorporate the termination signal of Walker in this system to ensure that no goods are

provided without appropriate charges to the consumer. Therefore, it would have been obvious to

one having ordinary skill in the art, at the time the invention was made, to incorporate the Walker

termination notification signal and the durationtype of billing in the method of Klingman on the

AOL system. As such, Claim 3 is rejected.

With regard to Claims 37, 38, and 39, Klingman teaches a method whereby the ordered

software, or otherwise discrete product, is transferred to the consumer's computer over the 900

number premium telephone connection from the BUY server (see Column 13, lines 36-38).

While Klingman employed the offered products on the BUY server itself, either through a

contract arrangement or otherwise, he did not explicitly teach that the BUY server would

establish an Internet connection between the consumer's computer and the merchant's server.

Walker, however, teaches the use of an "access management computer" that

communicates through the telephone network with the Internet and the on-line providers (see

Column 6, lines 810). In this manner, the system and method of Walker is used to bill customers

for a variety of different products, services, and content, depending upon the type of materiel

desired by the consumer. Based upon the type of products desired by the consumer, various and

different online providers and merchants are solicited.

Specifically, regarding elements (a) and (b) of Claim 38, the access management

computer provides unique access messages for consumers to contact each of these merchants. By

providing this information in question, the merchant expects a distinct and peculiar consumer

session, and when the consumer enters the appropriate, expected information, the session begins,

or the product is purchased, or the access is granted. With regard specifically to element (c) of

Claim 38, Walker does not explicitly state that a password is used to claim the ordered product,

but the examiner asserts that it is well known in the art to employ a password claim as part of the

access message and takes Official Notice as such. This password claim further serves to

streamline the ordering session if no further interaction is necessary. Therefore, it would have

been obvious to one having ordinary skill in the art, at the time the invention was made, to

incorporate a password in the access information of Walker to be used in the transaction method of

Klingman in the AOL system. As such, Claims 37, 38, and 39 are rejected.

With regard to Claim 42, Klingman and Walker both transfer a premium telephone number associated with the product ordered to the consumer's computer as discussed above with regard to Claim 36. Also, in regard specifically to the renumbered element (b) of Claim 42, Walker teaches a method for charging the prescribed toll fee for the premium connection on a per-minute basis, on a combination of fee levels for different amounts of time, or on a flat-fee basis (see Column 5, lines 48-52). These 900 number charges are communicated to the consumers when the on-line service provider (i.e., AOL) displays instructions for the user to follow to access the desired information provider (see Column 5, lines 59-66). However, but it would have been obvious to one having ordinary skill in the art, at the time the invention was made, to incorporate this billing notification method of Walker in the system of Klingman. As such, Claim 42 is rejected.

With regard to element (a) of Claim 43, Wasserman discloses the AOL system where the consumer maintains the original electronic connection to the billing AOL server. Klingman, however, discloses a system whereby the consumer obtains the 900 number specified and then disconnects from the Internet (see Column 13, lines 25-32). Where the client has more than one telephone line available they need not disconnect from the Internet and can maintain the connection while placing a new call to the 900 number received. Klingman teaches that the 900 number is received from the TRY server rather than the BUY server, but those having ordinary skill in the art would be motivated to use a single server to receive both the Internet communication link and the 900 number (i.e., premium) link since a single server may be maintained more inexpensively than multiple servers, database housekeeping may be performed more efficiently on a single server than on multiple servers, and security may be

implemented in a higher level fashion on entire data sets rather than in information as it is

transferred. Therefore, it would have been obvious to one having ordinary skill in the art, at the

time the invention was made, to terminate the Internet connection after the premium (i.e., 900

number) and billing rate were transmitted to the user in the invention of Klingman.

Regarding element (b) of Claim 43, Klingman teaches an on-line secured transaction system

and method whereby a customer purchases goods, services, or content and uses a 900 telephone

number (i.e., premium communication link) to pay for the purchases (see Column 6, lines 4554).

Wasserman does not specifically disclose the AOL server as the billing server, but the AOL server

was configured to process credit card numbers with which to bill the consumers for their

purchases. The BUY server 24 taught by Klingman constitutes a billing server as it receives the

900 number telephone calls from the consumer computer (see Column 10, lines 3 8-41) to

complete the financial transaction for the purchased items. Those of skill in the art would be

motivated to modify the AOL server to receive premium 900 number calls from consumers as a

manner of conducting purchases as in the Klingman teaching. This would provide maximum

payment flexibility for consumers as well as extend the reach and influence of the ISP and the

merchants offering goods and services for sale.

Therefore, it would have been obvious to one having ordinary skill in the art, at the time the

invention was made, to incorporate the transaction system of Klingman in the AOL system. As

such, Claim 43 is rejected. Claim 44 places a further limitation on the invention by describing the

apparatus used to process the order placed by the consumer's computer by establishing an

internetwork communication link and forwarding the order to the merchant server as discussed above with regard to Claim 33. As such, Claim 44 is rejected on the same grounds.

Claim 45 places a further limitation on the invention by describing the apparatus used to supply the order for the product by transferring access information as discussed above with regard to Claim 38. Therefore, Claim 45 is rejected on the same grounds.

Claim 46 places a further limitation on the invention by describing the apparatus used to process the order placed by the consumer's computer by forwarding the access information as discussed above with regard to Claim 37. As such, Claim 46 is rejected on the same grounds.

Claim 47 places a further limitation on the invention by describing the apparatus used to locate and download the ordered product as discussed above with regard to element (a) of Claim 42. As such, Claim 47 is rejected on the same grounds.

Claim 48 places a further limitation on the invention by describing the apparatus used to terminate the order for the product after the ordered product is downloaded as discussed above with regard to element (a) of Claim 34. As such, Claim 48 is rejected on the same grounds.

Claim 49 places a further limitation on the invention by describing the apparatus used to calculate a charge for the ordered product as described above with regard to element (b) of Claim 34. As such, Claim 49 is rejected on the same grounds.

Claim 50 places a further limitation on the invention by describing the apparatus used to transfer a request to deny the order placed as discussed above with regard to element (a) of Claim 35. As such, Claim 50 is rejected on the same grounds.

Claim 51 places a further limitation on the invention by describing the apparatus used to invalidate the access information for the ordered product as discussed above with regard to element (b) of Claim 35. As such, Claim 51 is rejected on the same grounds.

Claim 52 recites a computer-readable medium having a computer-executable plug-in component to place an order for the product as discussed above with regard to Claims 33 and 37. As such, Claim 52 is rejected on the same grounds.

Claim 53 recites a computer-readable medium having a computer-executable plug-in component to establish communication links with the billing server as discussed above with regard to element (b) of Claim 34. As such, Claim 53 is rejected on the same grounds.

Claim 54 recites a computer-readable medium having a computer-executable component

for processing the order placed by the plug-in component to process the order as discussed above

with regard to Claim 33. As such, Claim 54 is rejected on the same grounds.

Claim 55 recites a computer-readable medium having a computer-executable component for

supplying the access information for the ordered product to the plug-in component as discussed

above with regard to Claim 38. As such, Claim 55 is rejected on the same grounds.

Claim 56 recites a computer-readable medium for processing the order by forwarding the

access information as discussed above with regard to Claim 37. As such, Claim 56 is rejected on

the same grounds.

Claim 57 recites a computer-readable medium wherein the premium telephone number is

a 900 number as discussed above with regard to Claim 39. As such, Claim 57 is rejected on the

same grounds.

With regard to Claim 58, neither Wasserman nor Klingman specifically recite the

creation of a bookmark for the ordered product which contains the premium telephone number

used to establish the premium telephone communication link to the billing server. However,

those of ordinary skill in the art would be motivated to employ the use of a bookmark to save the

specific hypertext markup language page with the specific ordering information for future

reference, expeditious reordering, and to verify charges. Although not specifically mentioned in

the Wasserman teaching, AOL, in fact, does utilize bookmarks for this purpose, and the

examiner respectfully asserts that these types of bookmarks are well known in the art and have

been widely used for some time. Please see the included "Netscape Joins Fray with Web

Browser for Windows 95," from Info World, July 3, 1995, by Nick Wingfield. Therefore, it

would have been obvious to one having ordinary skill in the art, at the time the invention was

made, to utilize a bookmark to retain premium phone numbers and charge information in the

systems of Klingman and Walker. As such, Claim 58 is rejected.

Element (a) of Claim 59 recites a computer-readable medium having a computer-

executable component for processing an order as discussed above with regard to element (c) of

Claim 36. Element (b) of Claim 59 recites a computer-readable medium having a computer-

executable component for processing an order as discussed above with regard to Claim 37. As

such, Claim 59 is rejected on the same grounds.

Claim 60 recites a computer-readable medium wherein the premium telephone communication

link is calculated as discussed above with regard to Claim 34. As such, Claim 60 is rejected on the

same grounds.

With regard to element (a) of Claim 61, Wasserman recites the AOL retail store whereby

consumers may purchase a variety of products, services, and content from a plurality of

merchants' web pages. Klingman further teaches a system where the merchant makes available

any desired software on their web page (see Column 13, lines 4-7). Walker further teaches that

the user connects to the Internet and selects an on-line service provider containing an information

service that they wish to browse (see Column 5, lines 59-61).

While neither specifically recite the use of a graphical interface to access these web pages and on-line service provider information services, the examiner respectfully asserts that graphical user interfaces are well known in the art and takes Official Notice as such. Users and providers alike are motivated to employ graphical user interfaces for ease of navigation and examination of the chosen web pages. Further, element (b) of Claim 29 recites the establishment of the premium communication link as discussed above with regard to element (a) of Claim 33. As such, Claim 61 is rejected on the same grounds.

Claim 62 recites a computer-readable medium for supplying the consumer computer with access to the ordered product as discussed above with regard to Claim 37. As such, Claim 62 is rejected on the same grounds.

Claim 63 recites a computer-readable medium for supplying the consumer computer with access to the ordered product as discussed above with regard to Claim 38. As such, Claim 63 is rejected on the same grounds.

Claim 64 recites a computer-readable medium wherein the charge for the ordered product is calculated as discussed above with regard to Claim 34. As such, Claim 64 is rejected on the same grounds. Claim 65 recites a computer-readable medium wherein the charge for processing the order as discussed above with regard to Claim 33. As such, Claim 65 is rejected on the same grounds.

Claim 66 recites a computer-readable medium wherein the access information is

forwarded as discussed above with regard to Claim 37. As such, Claim 66 is rejected on the same

grounds.

Claim 67 recites a computer-readable medium wherein the plug-in component places the

order as discussed above with regard to Claim 33. As such, Claim 67 is rejected on the same

grounds.

7.   Applicant's April 23, 2001 Information Disclosure Statement (IDS) has been

reviewed. Note attached IDS. Applicant is requested to provide a copy of each Non-

Patent Literature document so each may be scanned into the present Application.
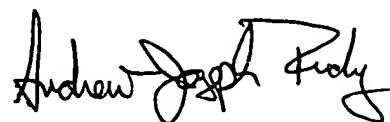

Conclusion

8.   This is a continuation of applicant's earlier Application No. 09/299,156, which is a

continuation-in-part of 09/064,797. All claims are drawn to the same invention claimed

in the earlier application and could have been finally rejected on the grounds and art of

record in the next Office action if they had been entered in the earlier application.

Accordingly, **THIS ACTION IS MADE FINAL** even though it is a first action in this case.

See MPEP § 706.07(b). Applicant is reminded of the extension of time policy as set

forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE

MONTHS from the mailing date of this action. In the event a first reply is filed within

TWO MONTHS of the mailing date of this final action and the advisory action is not

mailed until after the end of the THREE-MONTH shortened statutory period, then the

shortened statutory period will expire on the date the advisory action is mailed, and any

extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of

the advisory action. In no, however, event will the statutory period for reply expire later

than SIX MONTHS from the mailing date of this final action.

9.   Any inquiry concerning this communication or earlier communications from the

examiner should be directed to Andrew Joseph Rudy whose telephone number is 703-

308-7808. The examiner can normally be reached on Monday thru Friday.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's

supervisor, Robert P. Olszewski can be reached on 703-308-5183. The fax phone

number for the organization where this application or proceeding is assigned is 703-

872-9306.

Information regarding the status of an application may be obtained from the

Patent Application Information Retrieval (PAIR) system. Status information for

published applications may be obtained from either Private PAIR or Public PAIR.

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For more information about the PAIR system, see http://pair-direct.uspto.gov. Should

you have questions on access to the Private PAIR system, contact the Electronic

Business Center (EBC) at 866-217-9197 (toll-free).